

Terms of Service Agreement

The following are terms of services for Project Development services provided by Rectifier, LLC. The customer shall provide billing address and any other information necessary for Rectifier to complete Project hosting and registration services. Any information not provided at will be requested by Rectifier and provided by the customer. Signature on our proposal, or submission of an online order for service, indicates agreement to these terms of service.

1. Project Hosting Payment Terms: Billing for Project hosting service will commence when the Project hosting service is created, prior to development of the Project. Project hosting services are invoiced monthly by the hosting site. Payment is due each month on the same date from the initial hosting service payment.

2. Payment Terms Project Development:

A. Custom Project Development: Rectifier requires a minimum of 25-50% down payment on all custom Project development and design services. The down payment on Project development is non-refundable, and may be modified at Rectifier's discretion if add-on services are requested after the proposal has already been approved. The final balance is due 15 days from completion of the Project. Should a development project span more than 30 days, customers will receive progress billing in the amount of at least 25% of the remaining balance each month, beginning on day 30 of development. Ongoing Project maintenance and updates are billed on the 1st calendar day of the following month, if purchased.

B. Semi-Custom Project Development: Rectifier requires full payment for semi-custom Project development services, and any add-ons, if requested separately. Monthly maintenance service will be billed on the first day of each calendar month, for as long as the service remains active.

3. General Payment Terms: Payment is due within 5 business days after the date of an invoice for all services before accumulating a \$50 late fee. Customers are in default if payment is not received 5 days after the invoice date. If a customer pays by check that does not clear, the customer is immediately in default and subject to a returned check charge of \$35. Customers in default are subject to an interest charge of \$5.00 or 1.5% per month on the outstanding balance, whichever is greater. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged. If you default, you agree to pay Rectifier its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.

4. Content Responsibilities: The customer is responsible for ALL content posted, written, or stored on their web hosting space. Rectifier exercises no control over the content or information contained on the servers used for hosting. Rectifier will not be responsible for any direct, indirect, or consequential damages which may result from the use of this service by its customers or any other related or unrelated third parties. Rectifier is not responsible for backing up data or recovering data in case of loss on the customer's behalf. There are no warranties expressed or implied for the services the Rectifier provides or the software used by the customer.

5. Service Interruptions: Rectifier is not responsible for interruptions of service. This includes interruptions by the customers Project hosting service and third-party apps.

6. Account Credentials: The customer agrees to keep all user IDs and access codes/passwords confidential. Sharing of account information and passwords is strictly forbidden. If a customer believes that his user ID or password has been compromised, the customer agrees to contact Rectifier immediately via e-mail or telephone.

7. Governing Laws: Rectifier's corporate office is located in Detroit, Michigan. This agreement will be performed in and governed by the laws of the State of Michigan. Any claims or legal action arising out of this Service Agreement must be instituted within one year after the claim or cause has arisen. Rectifier reserves the right to discontinue service for violation of any of the conditions of this service agreement.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

8. Third Party Networks: Rectifier is not responsible for any other networks connected to hosting platforms and customers must comply with the rules appropriate for that other network however they may apply.

9. Adherence to Proposal: It is the responsibility of the customer to review in full all proposals for Project development, design, and other services provided by Rectifier. Should services or resources fall above the scope of the original proposal, Rectifier

reserves the right to either refuse project add-ons or invoice appropriately to account for additional time and materials needed. Payment for add-ons that fall above the scope of the original project is due prior to development.

10. Project Timeline: It is the responsibility of the customer to review the project timeline and adhere to the dates for deliverables on their part. Failure to meet deadlines imposed by Rectifier will result in delay of project, or risk putting the project on hold. Rectifier may invoice customers for additional resources should the delay of a project interrupt Rectifier's workflow. Indefinite delay of a project may result in project termination, and a new development agreement must be reached prior to restarting the project. Down payments for services are non-refundable, and will not be returned to customers should a project be delayed or terminated as a result of the customer failing to adhere to the project timeline.

11. Project Copyright:

A. Custom Projects: The copyright on a custom Project is sole ownership of Rectifier. This prevents customers from making changes to the Project during, or concluding design services to maintain a structured and exceptional portfolio. If customers do not wish to purchase monthly maintenance, and want to site edits on their own, they must pay a fee for copyright transfer of ownership.

B. Semi-Custom Projects: The copyright on semi-custom Project development is jointly owned by both the customer and Rectifier. However customers are still unable to make DRASTIC site changes without notifying Rectifier PRIOR to making changes. Rectifier

retains the right to request a customer for up to 50% of the fee for a copyright transfer of ownership.

12. Project Go Live and Access: A project is considered complete when full development scope has been reached, and the project is approved by the customer. Should a customer request change beyond what was agreed to in the original proposal, Rectifier may complete these changes at additional cost. Once a project is complete, all changes requested will fall under Rectifier's standard Project maintenance schedule. Account access to Project and written or verbal training, as agreed to in the initial proposal, will be granted only after final payment for the project is received by Rectifier.

13. Termination/Cancellation Policy: Rectifier requires a 48-hour notice prior to canceling a consultation at any time throughout the process. If a consultation has been missed or rescheduled three consecutive times in a row, Rectifier has a right to deny or postpone further service. If you call without an appointment, after business hours, and Rectifier is unavailable, your call will be returned on the following business day.